UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS

GRANITE STATE INSURANCE COMPANY,	)	
Plaintiff,	)	
vs.	)	**Civil Action No.**
RICHARDSON STEVEDORING AND LOGISTICS SERVICES, INC.,	)	
Defendant.	)	

COMPLAINT

Plaintiff Granite State Insurance Company, by its undersigned attorneys, hereby seeks recovery from Richardson Stevedoring and Logistics Services, Inc. for breach of contract, unjust enrichment, and account stated, and states as follows:

PARTIES

1. Granite State Insurance Company ("Granite State") is an insurance company organized under the laws of the State of Pennsylvania, with its principal place of business located at 175 Water Street, New York, NY 10038.

2. Richardson Stevedoring and Logistics Services, Inc. ("Richardson") is a Texas corporation with its principal place of business at 8500 Clinton Dr., Houston, TX 77029 and may be served with process through its registered agent, CT Corporation System, 1999 Bryan St., Suite 900, Dallas, TX 75201-3136.

JURISDICTION AND VENUE

3. Granite State incorporates by reference each and every allegation contained in the above paragraphs.

4. The Court is vested with jurisdiction pursuant to 28 U.S.C. § 1332 because Granite State is a citizen of Pennsylvania/New York and Richardson is a citizen of Texas; in addition, as set forth below and incorporated herein, the amount in controversy exceeds $75,000, exclusive of costs and interest.

5. This action properly lies in the Southern District of Texas, under to 28 U.S.C. § 1391(b)(1), because Richardson resides in this district.

GENERAL ALLEGATIONS

6. Granite State incorporates by reference each and every allegation contained in the above paragraphs.

7. On or about May 31, 2013, Granite State issued to Richardson a workers' compensation and employers liability insurance policy, WC 1672314 ("Policy 1") for the policy period of May 25, 2013 to May 25, 2014.[1]

8. On or about November 7, 2013, Granite State issued to Richardson a workers' compensation and employers liability insurance policy, WC 1613285 ("Policy 2") for the policy period of May 25, 2013 to May 25, 2014.[2]

9. The policy documents issued to Richardson at the inception of each coverage period—all of which are incorporated herein—are contracts of insurance between Richardson and Granite State.

10. Throughout the coverage periods, Granite State provided Richardson with the insurance protection set forth in the Policies.

11. Under the Policies, Richardson was required to pay insurance premium as

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[1] A true and correct copy of Policy 1 is attached hereto and incorporated by reference herein as **Exhibit A**.

[2] A true and correct copy of Policy 2 is attached hereto and incorporated by reference herein as **Exhibit B**.

compensation to Granite State for the insurance coverage provided for the policy periods described above. The final premium determinations were made at the end of the coverage periods, and at times thereafter, based on audits of Richardson's operations, books, records, and documents.[3]

12. At the inception of each policy period, Granite State calculated an estimated premium pursuant to the terms and conditions of each Policy.[4]

13. Granite State calculated the estimated premium based on documents and information provided by Richardson.

14. Richardson received and accepted the insurance coverage of the Policies, which required Richardson to pay all premium due and owing; Richardson further accepted the provision that it would be subject to a final audit to review its books and records to determine the final premium due for each policy period.

15. Granite State fully performed all conditions required of it in connection with the insurance coverage provided under the Policies

16. The audits of Policies 1 and 2 revealed that Richardson owed, after applicable adjustments, a combined additional premium of $837,715.

17. An invoice was sent to Richardson in July 2015 for the premium due under Policy 1; an invoice was sent to Richardson in April 2015 for the premium due under Policy 2.

18. Richardson has failed to remit payment on the amounts invoiced by Granite State for Policies 1 and 2.

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[3] **Exhibit A** (Policy 1) at Part 5(E); **Exhibit B** (Policy 2) at Part 5(E).
[4] **Exhibits A & B**.

19. The following table summarizes the total amount that Richardson has failed to pay under Policies 1 and 2:

Policy	Premium Due
Policy 1	$529,052
Policy 2	$308,663
Total Premium Due	**$837,715**

20. Prior to filing suit, Granite State sent a demand letter ("Demand Letter") to Richardson requesting payment of the full amount due on Policies 1 and 2.[5]

21. To date, the remaining total balance due from Richardson on Policies 1 and 2 is $837,715, plus any applicable costs, interest, and attorneys' fees.

COUNT I – BREACH OF CONTRACT

22. Granite State incorporates by reference each and every allegation contained in the above paragraphs.

23. Granite State issued Policies 1 and 2 to Richardson.[6]

24. The Policies issued by Granite State to Richardson created valid, binding, and enforceable contracts for insurance between the parties.

25. Richardson contracted for and received the benefits of coverage under the written Policies; in exchange, Richardson agreed to pay the premium due.

26. Granite State determined the final premium owed by Richardson through an audit of Richardson's books and records, using the proper exposure and rates that applied to the risk associated with each of Richardson's covered lines of business.

27. After the audit, Granite State invoiced Richardson for the $837,715 due under the

[5] A true and correct copy of the Demand Letter is attached hereto and incorporated by reference herein as **Exhibit C**.

[6] **Exhibit A** (Policy 1); **Exhibit B** (Policy 2).

two Policies.

28. Richardson has failed to remit payment of this additional amount due under Policies 1 and 2.

29. Richardson, therefore, presently owes a remaining balance of $837,715.

Attorneys' Fees

Granite State is entitled to recover reasonable and necessary attorneys' fees under Section 38.001 *et seq*. of the Texas Civil Practice and Remedies Code because 1) this is a suit for breach of written contracts; 2) Granite State is represented by an attorney; and 3) Granite State presented its claim to Richardson and Richardson did not tender any payment within thirty days after Richardson's claim was presented.

Conditions Precedent

30. All conditions precedent to Granite State's claims for relief have been performed or have been waived.

31. As a result of Richardson's failure to pay the amount due under Policies 1 and 2, Granite State has suffered actual damages in the amount of $837,715, plus any additional pre-judgment interest and post-judgment interest and costs.

WHEREFORE, Granite State seeks a judgment against Richardson in an amount no less than $837,715, plus costs incurred, reasonable and necessary attorneys' fees, pre-judgment and post-judgment interest at the legal rate, and such other and further relief as the Court deems proper and just.

COUNT II – UNJUST ENRICHMENT

32. Granite State incorporates by reference each and every allegation contained in the above paragraphs.

33. In the alternative to any claim for breach of contract, Richardson is liable to Granite State under the doctrine of unjust enrichment.

34. At all relevant times herein, Granite State conferred benefits on Richardson by providing Richardson with workers' compensation and employers liability insurance.

35. At all relevant times herein, Richardson had knowledge of the benefits conferred by Granite State.

36. Richardson voluntarily accepted, received, and retained the benefits provided by Granite State.

37. Richardson was enriched by the benefits conferred by Granite State.

38. Richardson did not pay Granite State for the full value of the benefits received.

39. Granite State asserts that the unpaid value of the insurance coverage that it provided to Richardson equals $837,715.

40. Despite receipt of this enrichment, Richardson has refused to make full payment to Granite State.

41. Richardson's enrichment is unjust.

42. Richardson's retention of benefits under these circumstances violates fundamental principles of justice, equity, and good conscience; indeed, the circumstances in question render Richardson's retention of the benefits inequitable unless Richardson pays Granite State for the value of the benefit received.

43. As a result of Richardson's unjust enrichment, Granite State is owed $837,715,

plus any pre-judgment and post-judgment interest and costs.

WHEREFORE, Granite State seeks a judgment against Richardson in an amount no less than $837,715, plus costs incurred, pre-judgment and post-judgment interest at the legal rate, and such other and further relief as the Court deems proper and just

COUNT III – ACCOUNT STATED

44. Granite State incorporates by reference each and every allegation contained in the above paragraphs.

45. Prior to the commencement of this action, Richardson became indebted to Granite State for services rendered in the form of insurance coverage under Policies 1 and 2.

46. As a result of the balance incurred under Policies 1 and 2, which Richardson promised to pay, Granite State prepared Statements of Account which reflected balances incurred and any credits or offsets applied to each account.[7]

47. After transmitting invoices generated on the amounts reflected in the Statements of Account, Granite State made demands on Richardson for the amount of $837,715; Richardson has paid nothing towards this amount.

48. All lawful offsets, payments, and credits have been applied by Granite State.

49. Granite State has performed all conditions required of it.

Attorneys' Fees

50. Granite State is entitled to recover reasonable and necessary attorneys' fees under Section 38.001 *et seq*. of the Texas Civil Practice and Remedies Code because 1) this is a suit for rendered services; 2) Granite State is represented by an attorney; and 3) Granite State presented its claim to Richardson and Richardson did not tender any payment within thirty days after

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[7] A copy of invoices reflecting the Statement of Accounts is attached hereto as **Exhibit D**.

Granite State's claim was presented.

WHEREFORE, Granite State seeks a judgment against Richardson in an amount no less than $837,715, plus costs incurred, reasonable and necessary attorneys' fees, pre-judgment and post-judgment interest at the legal rate, and such other and further relief as the Court deems proper and just.

This 8th day of June, 2016. Respectfully submitted,

By: *_/s/ Tiffany F. Lim_*

TIFFANY F. LIM
State Bar No. 24093894
S.D. Tex. No. 2525420
Email: tlim@shb.com
SHOOK, HARDY & BACON L.L.P.
JPMorgan Chase Tower
600 Travis, Suite 3400
Houston, TX 77002-2926
Telephone: 713.227.8008
Facsimile: 713.227.9508